

5. **DEFAULT.** A default shall be a material breach of a term or condition of this Agreement. Default by either party shall allow the nondefaulting party any and all remedies it may have at law or in equity, including the right to seek specific performance of this Agreement. Any default shall require a written notice to the defaulting party within ninety (90) days to cure; provided, however that during such ninety (90) day period the nondefaulting party shall be entitled to seek injunctive or other relief to prevent the reoccurrence of material defaults hereof.
6. **MODIFICATION OF AGREEMENT.** This Agreement is subject to modification by HFC upon one hundred twenty (120) days' notice if HFC curtails or discontinues the slaughtering of hogs. If HFC discontinues slaughtering hogs at its Austin, Minnesota plant, it can redirect the hogs to any other HFC-controlled plant after paying the freight differential to [REDACTED]. If HFC discontinues slaughtering hogs entirely, [REDACTED] agrees to work with HFC to divert the delivery of hogs to a custom slaughtering facility, or alternatively to begin selling the hogs to a third party. In the latter case, [REDACTED] and HFC shall continue to track the price paid by the third party against the price that would have been due from HFC under this Agreement. HFC shall be responsible to cover any shortfall between the weekly price established by this Agreement and the price [REDACTED] is able to obtain in good faith from a third party. If there is a surplus during any given week, HFC shall be entitled to share in the surplus using the same formula set forth in Paragraph 2(b)(3).
7. **WAIVER.** The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision.
8. **LIMIT OF AUTHORITY.** Except as provided in this Agreement, it is agreed that neither party is in any way the legal representative or agent of the other party for any purpose whatsoever, and has no right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other party.
9. **NONEXCLUSIVITY.** This Agreement shall not be exclusive to [REDACTED], but instead may be offered by HFC to other qualified, like-situated producers in HFC's buying area.
10. **SUCCESSOR RESPONSIBILITY.** Any successor to the interests of [REDACTED] in the hog farming operation from which the hogs contracted for under this Agreement are supplied shall be fully responsible to fulfill [REDACTED] obligations and commitments hereunder. Any assignment, sale or transfer of [REDACTED] interests in its hog farming operation must include notice to the assignee that the assignment/transfer is subject to the terms and conditions of the Long-Term Purchase Agreement with HFC, and a copy of this Agreement shall be provided to the assignee. The obligations of this provision shall also apply with equal force to the transfer of [REDACTED] interests to his or her heirs, whether as a result of death, disability, or for any other reason. If [REDACTED] should decide to sell or assign their hog farming operation, [REDACTED] must receive approval from HFC prior to such an action, which consent shall not be unreasonably withheld. Any assignment, sale or transfer by HFC of this Agreement shall be subject to [REDACTED] written approval, which approval shall not be unreasonably withheld.